

Appendix H:

Copy of TRS RFP



COMMONWEALTH OF PUERTO RICO
TELECOMMUNICATIONS REGULATORY BOARD
OF PUERTO RICO

INVITATION FOR BIDS

Bid # 2009-SUB-02

The Board of Awards of the Telecommunications Regulatory Board of Puerto Rico (TRB) is issuing an invitation for bid for the contracting of:

TELECOMMUNICATIONS RELAY SERVICES (TRS)

This invitation for bid is issued in accordance with the objectives of the TRB's Universal Service Rules (TRB Rule number 5757), as amended on Rule number 6124 and the FCC Regulations for the provision of TRS pursuant to Section 225 of the Federal Communications Act of 1934, as amended (Title IV of the Americans with Disabilities Act -ADA).

This notice and the bid documents can also be electronically downloaded from the TRB's web site www.jrtpr.gobierno.pr.

MANDATORY PRE-BID MEETING AND REQUESTS FOR CLARIFICATIONS

The Board of Awards will receive written requests for clarifications until May 27, 2009 and will answer them in the meeting. The pre-bid meeting will be mandatory, and will be held as required in Section II-1 of this RFP. The pre-bid meeting will be held on June 3, 2009 at 9:00 A.M., at the Telecommunications Regulatory Board's hearings room, 235 Arterial Hostos Avenue, Capital Center North Building, 8th Floor, Suite 1001, Hato Rey, PR.

DATE AND TIME FOR SUBMITTING BID PROPOSALS

Proposals will be accepted on or before June 15, 2009 at 10:00 AM. All proposals are to be submitted at the reception of the Telecommunications Regulatory Board, 235 Arterial Hostos Ave, Capital Center North Building, 10th Floor, Suite 1001, Hato Rey, PR.

DATE, TIME, AND PLACE FOR OFFICIAL BID OPENING

All bid proposals will be opened on June 15, 2009 at 10:15 AM at the Telecommunications Regulatory Board's main conference room, 235 Arterial Hostos Avenue, Capital Center North Building, 10th Floor, Suite 1001, Hato Rey, PR. Bidders may be present at the Official Bid Opening.

In San Juan, PR on May 19, 2009

Miguel Reyes Dávila, Esq.
President
Telecommunications Regulatory Board
of Puerto Rico

Miguel Díaz Rivera, Esq.
President
Board of Awards



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I. INSTRUCTIONS TO BIDDERS:

1. Introduction:

The Universal Service objectives of the Commonwealth of Puerto Rico's Act No. 213, of September 12, 1996, (hereinafter referred to as "Law 213"), known as the Puerto Rico Telecommunications Act of 1996, which created the Puerto Rico Telecommunications Regulatory Board (hereinafter referred to as "TRB"), states that all segments of population in all geographic areas should have access to the public telecommunications system of Puerto Rico. Such legislative intention was adopted under Article III-6 of Law 213. Article 3(o)8 of the TRB's Universal Service Rules (TRB Rule No. 5757), which includes Telecommunications Relay Service (TRS) for the deaf, hard of hearing and speech impaired, as one of the telecommunications services included under the definition of Universal Service.

Accordingly, on June 1st of 2001, the TRB awarded the first Bid for the provision of TRS in Puerto Rico. A second bid process was awarded in favor of Sprint International Caribe, Inc. as representative of Sprint Communications Company L.P. on (hereinafter referred to as "SPRINT") on June 22 2005 and an agreement was executed on June 28, 2005 and was effective from July 1st 2005 until June 30, 2008. This agreement was extended for an additional year which will end in June 30, 2009. On May 13, 2009, the TRB ordered the development and celebration of a new bid process for the selection of the new TRS service provider in which Sprint, as well as other eligible TRS providers can participate, in order to elect a new TRS provider before the end of the current one year extension period, ending on June 30, 2009.

The TRB also ordered that the specifications in the Invitation for bids (IFB) shall include a clause stating that in the event that Sprint doesn't win the bid, it will fully cooperate with the TRB for a smooth transition to the entity awarded with the contract. As a result, the TRB's Board of Awards ("Board of Awards") is issuing this Invitation for Bids ("IFB") to continue the provision of TRS in Puerto Rico, in accordance with the TRB's Resolution and Order in Case No. JRT-2009-SUB-0002, Issued on May 13, 2009.

This IFB is issued in order to contract for a full service, confidential, statewide, twenty-four (24) hours-per-day, seven-days-per-week TRS that is economically feasible and which satisfies or exceeds the minimum specifications contained herein. The service shall be called and known as "Puerto Rico Relay". The intended contract term is three years with two options to renew, each for an additional year. The contract will not exceed five (5) years if all options for renewal are executed.

The performance specifications on the following pages should be considered as basic minimum requirements with no intent to constrain bidder creativity. The goal is a cost-beneficial relay system which will provide equal access to public telephone service to deaf, hard-of- hearing, and speech disabled individuals in Puerto Rico.

Proposals need to satisfy or exceed the minimum specifications that are included in this IFB, as well as any current or future standards and rulings set by the ADA, the FCC or the TRB. The TRB may terminate the contract, with cause and with appropriate written notice, and without a termination fee. The successful bidder must provide any information that the TRB may need for ensuring the FCC's TRS certification renewal. The TRB may also terminate the Contract if the FCC does not renew the Puerto Rico TRS program at the end of the current certification period which ends in July 25, 2013. The TRB may agree to extend the contract with justified reasons until a new provider is chosen



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through a new bid process. The Successful Bidder of this and subsequent proposals will commence services at the end of a current contract period.

The TRB will pay for the use of TRS in accordance with the Technical Specifications and as indicated in the monthly billing format and in the contract terms and conditions included in this IFB. The Successful Bidder is expected to offer TRS to those in Puerto Rico's population who choose to use it.

2. General Guidelines:

No company will make any public announcement and/or press release regarding this IFB or its award without the previous written authorization of the TRB. The Board of Awards reserves the right to amend or cancel at any time any invitation given to participate in this IFB or modify or alter the conditions and specifications included herein. In case that all proposals received exceed available funds in the Universal Service Fund, or result being irrational, this IFB will be cancelled.

Attachment (A) provides definitions to terms and abbreviations included in this IFB.

3. Scheduled Terms:

The scheduled terms (days) requested or mentioned in the specifications of this IFB are stated in calendar days.

4. Registered Bidders:

Every bidder must prove its compliance with applicable laws and regulations by means of presentation of documents certifying and validating their ability to do business with the Commonwealth of Puerto Rico through the filing of a Certificate of Eligibility. This certificate must be requested at the Unified Bidder's Registry of the General Services Administration of the Commonwealth of Puerto Rico (G.S.A.).

In accordance with Article 7 of Rule no. 6526 of the G.S.A., every bidder must render all the information required about him or about the company he represents. Documents or information required to be submitted to the Bidder's Registry as applicable to local and foreign corporations. Registered bidders are responsible of maintaining all their documents updated in the Registry. The Board of Awards will not reject an offer if a non-registered bidder does not include the Certificate of Eligibility at the date and time of submittal of the offering. However, such bidders shall have ten (10) days after the official bid opening to submit such documents and comply with this requirement. These bidders shall take the necessary measures to expedite its Certificate of Eligibility with the G.S.A.

5. Proven Technology and Operations:

The Board of Awards will only give consideration to those companies which have the experience and expertise in the provision of TRS in the United States and/or its Territories. To that end, Bidders shall furnish with their proposals satisfactory evidence to demonstrate that their employees, associates, directors and subcontractors have performed satisfactorily in offering TRS service as required in these specifications and which are in satisfactory operation in such locations.

6. Disclaimer:

All statistical and fiscal information contained in this IFB and its appendices, including amendments



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and modifications thereto, reflect the best and most accurate information available to the TRB at the time of issuing this IFB. No inaccuracies in such data will constitute a basis for change of the payments to the Successful Bidder nor grounds for legal recovery of damages, actual, consequential or punitive.

II. BID PROCEDURE

1. Requests for Clarifications:

The TRB will receive written requests for clarifications from all bidders until May 27, 2009. Please send these to the following email address: zcordero@jrtpr.gobierno.pr, Re: Bid Number: 2009-SUB-02.

Answers to these requests will be discussed on the pre-bid meeting. All answers to the requests and/or changes made by the TRB will be sent to all bidders.

2. Presentation and Submission of the Bid Proposals:

All bidders will present their bid proposals in originals in the format requested and using the forms included in the bid specifications. Copies can be made for the bidders to keep for their records but the bid proposals submitted to the TRB must be in original. The TRB will allow bidders to provide any additional information in their bid proposals as long as it is typed or in printed letter (printed handwriting) on the bidder's official letterhead paper. All bid documents must be written in a precise, readable, clear and complete manner. Bids that are illegible or ambiguous will not be considered.

Any deletions, alterations, notes, crossings out, or any type of corrections written on the bid proposal must bear the initials of the company's authorized representative who signs the offer. The bid proposal must contain the physical and the mailing addresses of the bidder's company main offices in Puerto Rico, in the United States, or both as well as the name and address of the residing agent or representative of the corporation, if applicable. If false, wrongful or misleading information is provided, it will be reason enough to cancel or reject any bidder's proposal offer which could result in penalties to be fined by the TRB including, but not limited to, the execution of the required Bid Bond.

The bid proposals will be filed in the reception office of the TRB, in the 10th floor, of the Capital Center Building, 235 Arterial Hostos Avenue, North Tower, Suite 1001, San Juan, Puerto Rico 00918-1453. Bidder will be responsible to ensure that it has been given a receipt indicating the date and time the bid proposal was submitted. The date and time of receipt will be according to the punch time clock on the reception office. The Board of Awards will not receive nor accept any bid proposals after the established date and time, no exceptions. Modifications or withdrawals may only be done before the submission deadline or the proposal will be considered final and binding. Proposals will remain binding for a period of twelve months from deadline as required by the Bid Bond.

Bid proposals shall be submitted with one (1) original marked "Original Master Copy", signed by the company's authorized representative, and four (4) exact copies in a sealed package, clearly labeled and including the bidder's name, phone number and address on the package exterior and addressed to:

**Telecommunications Regulatory Board of Puerto Rico
c/o: Zaida Cordero, Esq., Secretary, Board of Awards
235 Arterial Hostos Ave.
Capital Center North Tower, Suite 1001**



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San Juan, PR 00918-1453

Re: Bid No. 2009-02

In case of discrepancies between copies and the Original Master Copy, the later shall prevail. Bid proposal envelopes and/or packages will remain in the custody of the Secretary of the Board of Awards until the exact date and time established for the bid opening.

Bidders must specify their compliance with all General Instructions and Operational Specifications as well as include the details of the administrative services to be offered.

The bid proposal opening meeting will be held on June 22, 2009 at 10:15 AM and will take place in the TRB's main conference room in the 10th floor. Representatives of bidding companies may be present during the opening and must sign the attendance forms with their names, the name of the companies they represent, and the positions they hold. Any representative that assists to the opening meeting will be authorized, in the presence of the representatives of the Board of Awards, to examine any document related to this Bid submitted by the other bidders. Reproduction of bid proposals during the opening meeting will not be allowed.

III. PROPOSAL TERMS AND CONDITIONS

1. Certification:

Upon submission of the bid proposal documents, each bidder certifies that the person signing the same is responsible in the bidder's organization for, or authorized to make decisions as to the price quoted. The submission of the proposal also certifies that the bidder and/or any representative and/or employee, has not communicated or consulted with any other bidder or competitor of bidder, in order to arrive at its proposed bid price, nor have they disclosed the bid price directly or indirectly to another bidder or competitor, nor have they made attempts to induce any other person, partnership or corporation to submit a proposal in order to restrict competition.

2. Pricing:

All prices in the bid proposal must be in US dollars (USD) and cents on a per session minute basis of each service category as defined in this IFB and must be: (a) a fixed price for the duration of the term of the contract including the optional additional two years or, (b) a different price for each year of the term of the contract and the optional additional two years. The prices will not be subject to foreseen or un-foreseen events, including, but not limited to, changes due to inflation or market fluctuations. The only exception to this requirement is if future FCC or TRB requirements or standards for the provision of TRS affect the cost of providing the service, event that will justify a fair renegotiation of the price, which will be limited to the evidenced increase in costs. All pricing must be submitted in the format requested in the technical specifications section and in the tables included in Attachment B.

Offers expressed in terms of percentages, in reference to possible undetermined prices, amount of money or percentage in excess of the lowest offer will not be considered. Bidders must calculate any volume usage discounts into the per-price unit of their pricing proposal.

3. Proposal Format:

All proposals shall be submitted on paper letter size 8.5 x 11 inches, typed in Arial or Times New Roman 11 or 12-point font, double or single-spaced and in English. It will begin with a table of



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contents, organized consistent with the outlined points in this IFB, and shall have divider tabs for each item identified below:

A. Cover Page

Include, name of Bidder, date of submission and name, address, telephone number, fax and e-mail of contact person.

B. Bidding Company Information

All bidders shall include, if applicable, name of parent company, with its main office address and tax identification number and it will also include same information as it applies to the Bidding Company. If independently owned, the bidder will provide name, main office address and tax identification number. All bidders will also include a certificate of good standing with the IRS and a certificate that it is approved by the FCC for Universal Service Funds.

If the TRS Center will be established in Puerto Rico, Bidder will have to provide:

- 1) Certificate of good standing with the Treasury Department;
- 2) Certificate that it has filed tax returns for the past five years; and
- 3) Certificate of good standing with the Municipal Tax Collections Center of the Commonwealth of Puerto Rico (known as "*Centro de Recaudacion de Impuestos Municipales* – CRIM).

C. Introduction

Include a brief history of the bidder's experience as a TRS Center provider.

D. Mandatory Requirements

Identify how the bidder proposes to meet these requirements.

E. Desirable service and operational capabilities:

Identify which enhanced services the bidder can provide and how it proposes to meet these capabilities.

F. System Design

G. Operational Standards

H. Billing and Call Data Records

I. Education and Outreach

J. System Enhancements

K. Service Center and System capability for handling calls.

L. Company and subcontractors (if applicable)

M. References

N. Cost proposal: For the bidder to include in both basic and desirable services.



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4. Narrative or Unacceptable Offers:

At minimum, all bidders must offer and comply with the requirements of these specifications documents. Although the specifications provide some minimum requirements, all bidders can enhance their offerings as long as it does not substantially alter the bid requirements in a way that it can be interpreted as unfair competition.

The bid offers shall not contain phrases, paragraphs, or comments that may be interpreted as ambiguous. Also, the bid offers cannot alter, vary or condition the terms, conditions and technical specifications included herein.

5. Bid Bond:

A bid proposal guarantee or security, hereinafter referred to as "Bid Bond", for the amount of five percent (5%) of the amount of the proposal must be submitted by all bidders in original with the "Original Master Copy" proposal document. This Bid Bond must be issued by a local insurance agency that is certified by the Insurance Commissioner of the Commonwealth of Puerto Rico.

6. Financial History:

Bidders shall provide the following items with respect to both Bidders and Parent Companies, if applicable, for state of incorporation:

- A. SEC 10K report for the most recent two years
- B. Statement of income and related earnings
- C. Cash flow statement
- D. Balance sheet, and Opinion
- E. Primary banking source's letter of reference.
- F. Dunn & Bradstreet Report for the previous two years

Bidders shall provide the same information listed above for all subcontractors (if applicable).

7. References:

Bidders shall provide a minimum of three customer references, to which bidder has provided TRS or similar services, which will include a specific contact name, address, phone number and e-mail. If no references are available, bidder shall clearly justify this and provide alternate references.

8. Submitted Information:

Any person involved with other executive agencies of the Commonwealth of Puerto Rico which participates on Invitation for Bids, provides price quotations, and is interested in contracting with these will have the obligation of revealing all necessary information, so that the agencies can evaluate these transactions and make the proper determinations on a well-informed basis.

9. Multiple Offers from the Same Bidder:

Companies which submit multiple bid proposals under separate personal or corporate names will cause the rejection of their proposals and the companies will be fined accordingly by the TRB.



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10. Documents:

All documents issued after this IFB has been released and which affect the same will become part of this IFB and must be considered for the development of the bid proposal documents.

11. Limited Offers:

Any bidder which can only maintain its pricing fixed for a limited amount of time must specify such condition in its proposal documents.

12. Service Delivery Terms:

TRS must be ready for full operation within 45 to 60 days after the contract from the award of this IFB has been signed by both parties. The Successful Bidder will ensure that a smooth transition is done with the current contractor, if applicable.

13. Service Test:

The Board of Awards reserves the right to request from bidders a toll-free number to permit its designees to test Bidder's services in full, normal operation at no charge and anonymously, without revealing to the Call Attendant that the caller is from the TRB or its designee. This number will be functional from the day requested until the day a final contract is executed.

14. Right of Refusal:

The Board of Awards has the right of not accepting and totally refusing bid proposals that do not comply with these specifications and including, but not limited to, unreasonable pricing, collusion between bidders, or that it is in the best interest of the Commonwealth of Puerto Rico. The Board of Awards may also reject proposals from bidders that lack financial stability. The Successful Bidder shall execute the attached agreement included herein as Attachment C. The TRB reserves the right to stipulate any amendments it may deem appropriate to the attached contract as long as they do not contradict this bid specifications and the awarded proposal. The Board of Awards also reserves the right to award this IFB to the next bidder, in the event that the successful bidder does not fulfill the terms and conditions of such contract. No bidder will acquire proprietary interests until a contract has been successfully executed.

15. Price Evaluation Preference Act:

The bidders that have been assigned a percentage (%)of preference in the evaluation of its proposals or bids quotations to the Commonwealth of Puerto Rico (Law No. 14 of January 8, 2004, known as "Investment in the Puerto Rican Industry Act") and wish to be considered for such, must submit a copy of the resolution given by the Puerto Rico Industrial Development Company of the Commonwealth of Puerto Rico (also known as PRIDCO) in its bid proposal documents.



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IV. PROPOSAL EVALUATION AND AWARD

The Board of Awards will review proposals that comply with the requirements stated herein. The IFB will be awarded at the discretion of the Board of Awards, with the approval of the Members of the TRB, to the Bidder who in the Board of Award's sole opinion, will most completely and cost-effectively provide TRS that complies with most, if not all, of the requirements and specifications of this Invitation for Bid as well as state and federal statutes, guidelines and regulations and best meets the needs of the people of the Commonwealth of Puerto Rico who are hearing and speech disabled and the public at large. The Board of Awards and the TRB reserve the right to award the IFB based on: (a) mandatory requirements or, (b) a combination of mandatory and desirable service and operational requirements as described in the technical specifications. The Board of Awards will also take into account all correspondence, references, and may seek written clarification to statements made by bidders.

A copy of the Bid Award Notice, indicating the sole Successful Bidder, will be sent in writing by certified mail to all bidders that submitted proposals as part of this bid process. This notice will include the following warning statement: "In the event that you are not in agreement with this Award, you can request reconsideration of the same during the next ten (10) calendar days after the date of the Award."

As stated by Section 3.19 of the Uniform Administrative Procedure Act of Puerto Rico Law 170 of Aug. 12, 1988, as amended (hereinafter referred to as "Law 170"), "adjudication proceedings for bids shall be informal proceedings, regulations and terms for which shall be established by the agencies. The party adversely affected by a decision may, within ten (10) days after adjudication of the bid, present a motion for reconsideration before the agency or the appellate entity for bids, if any, as the case may be. The agency or appellate entity should consider the motion within ten (10) days of filing. If the agency makes a determination, the term to petition for judicial review shall commence as of the date a copy of the notification of the decision of the agency or appellate entity is filed. If the agency of appellate entity takes no action with respect to the motion within the ten (10) day period, it shall be understood that the motion was denied and the term for judicial review shall commence to run as of that date".

V. RECONSIDERATION AFTER BID AWARD

Any company that is adversely affected by the award decision of the Board of Awards of a formal Invitation for Bid can file a motion for reconsideration with the TRB within ten (10) days from the date of notification of the decision by the Board of Awards.

The TRB will evaluate the motion to reconsider within ten (10) days of being filed. If a decision is made regarding this motion, the term to request judicial revision will commence from the date in which a copy of the notification of the decision made by the agency or of the appellate entity is filed in the record of the case. If the TRB takes no action with respect to the motion within the ten (10) day period, it shall be understood that the motion was flatly rejected and the term for judicial revision shall commence to run as of that date.

Any party which is adversely affected by a final order or resolution by the TRB and who has exhausted all of the remedies provided by the agency, may file a petition for review before the Court of Appeals, within a term of thirty (30) days from the date the copy of the notice of the order or final resolution was filed in the record of the case, or from the applicable date of those provided in § 3.15 of the Administrative Procedure Act of Puerto Rico when the term to petition [for] judicial review has



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been interrupted by the timely filing of a motion to reconsider. The party shall serve the filing of the petition for review to the agency and all the parties, within the term to request such review. The notice may be sent by mail. In the case of a challenge of a bid award, the party adversely affected by a final order or resolution of the agency, or the appellate entity for bids, as the case may be, may present a petition for review before the Circuit Court of Appeals, within a term of ten (10) days from the filing of a copy of the notice of the order or final resolution of the agency or appellate entity, or within ten (10) days after the expiration of the term provided by Section 3.19 of Law 170. The mere filing of a petition for review under this section shall not have the effect of stopping the adjudication process of the challenged bid.

The TRB will notify in writing, via certified mail, its final determination to the rest of the companies. The submittal of a motion for reconsideration of the award will result in stopping the bid process until a firm and final decision has been ruled by the last administrative or legal forum that the affected bidder resorted to.

In the event that a motion for reconsideration has been filed with the Board of Awards, the successful bidder will maintain the terms of its bid proposal offer until the reconsideration process is completed. must be included along with the submittal of the motion for reconsideration to the TRB. The TRB reserves the right to cash in this bond in the event that the TRB finds the motion for reconsideration as frivolous, vicious, irrational, and with wrongful intentions. Non-compliance with this bond requirement will automatically leave without effect the motion for reconsideration. The bidder(s) which request reconsideration will send a copy of its motion to all the companies that participated in this IFB process. Non-compliance with this requirement will invalidate the motion for reconsideration.

VI. CONTRACT

1. Execution of the Contract:

It is required that the TRB and the Successful Bidder take all necessary steps to execute the contract included as Attachment C no later than 30 days after the firm and final award. No bidder is authorized to provide services without a contract for which the TRB will not process nor guarantee any payment without a contract. The TRB will not be bound in any way until the contract has been executed by both parties.

The contract between the TRB and the successful bidder will include these bid specification documents and the required terms and conditions accepted by the bidder when submitting its bid proposal documents. The TRB will not assume any responsibility or will be held responsible of the work to be done by the successful bidder. To that effect, all companies and their successors recognize and agree to hold harmless the TRB and its members, officials, employees and agents of all lawsuits, causes of action, liabilities, rights, rulings, claims, requirements, accounts, damages, costs, losses, and expenses (including but not limited to attorneys' fees and expenses) of whatever kind in law or equity, known or unknown, foreseen or unforeseen, arising from or out of this IFB and/or any subsequent obligations from the contract. As a result, all bidders must include in their bid proposals documents a hold harmless agreement equivalent to the one provided in Attachment D of this IFB.

All bidders intending to use subcontractors for all or any part of the TRS system shall clearly explain the service that said sub-contractor will furnish. All bidders will include copy of the terms of any sub-contract and/or proposal of sub-contract and must have the approval of the TRB before its execution. If the TRB approves the sub-contract, the Successful Bidder will ensure that the sub-contractor fully complies with all the terms of the bid specification requirements. The approval of the sub-contract by



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the TRB will not hold harmless the Successful Bidder of any duties, obligations or responsibilities with the TRB under the contract. The Successful Bidder will not have the TRB in any way be part of its agreement with the sub-contractor. Also, the Successful Bidder will be directly and fully responsible

for the work performed by the sub-contractor and its compensation. The Successful Bidder will be the prime contractor and will be responsible for all contract terms and conditions, including performance of the TRS system, whether or not sub- contractors are used. The Successful Bidder will be the sole contact with the TRB, who will not be required in any manner to communicate with the sub-contractor. The Successful Bidder will also be responsible to the TRB for, including but not limited to, acts, omissions, shortcomings, or negligence caused by the sub- contractor.

2. Progress Reports:

The Successful Bidder will commit to submit the progress reports as specified in Section 6 of the technical specifications included herein.

3. Performance Bond Requirements:

The Successful Bidder will maintain during the contract period a Payment Performance Bond that will be renewed annually and provided to the TRB on or before each contract term renewal date, in the amount equal to the value of service. The value of service will be computed based on the previous year number of calls times the average call length times the current contract cost per Conversation Minute. Said Bond will be due upon the signing of the contract and shall be submitted to the TRB on or before the fifteenth (15th) business day following the execution of the contract and every anniversary of the contract. The bond will be issued by an insurance company certified by the Insurance Commissioner of Puerto Rico and rated "A or "A+". The Successful Bidder shall pay all costs of obtaining the performance bond, and shall not seek reimbursement or any other compensation from the Board for such costs.

4. Invoice Certification:

All invoices submitted to the TRB must include the following certification statement:

"Under penalty of forfeiture, I certify that, to the best of my knowledge and belief, no public or government employee of the Telecommunications Regulatory Board of Puerto Rico (the TRB) is part of or has an interest in the profits or benefits derived from the contract under which this invoice is issued and if such a relationship does exist, the party has previously obtained a waiver. The only consideration of providing the goods or services under this contract has been payment of the amount agreed upon with the authorized TRB's representative. The total amount due for this invoice is fair and correct. The services were rendered and they have not been previously paid by the TRB."

5. Payments:

The TRB will process the payments of the invoices within forty five (45) calendar days of receipt. The invoices must include the format and information as required in the technical specifications to avoid any delays in the processing of the same. Invoices and their corresponding compensation will be done in compliance with the terms of the contract.



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6. Venue:

The Laws of the Commonwealth of Puerto Rico will govern in connection with the formation, performance, duties, obligations and the legal enforcement of the terms of this IFB and any resulting contract. Any legal action brought in connection with this IFB shall be filed in the Commonwealth of Puerto Rico's Court of First Instance of San Juan, Puerto Rico. Such court shall have exclusive jurisdiction to resolve disputes arising from or related to this IFB and any resulting contract that are not within the primary jurisdiction of the TRB.

7. Fines and Liquidated Damages:

The sole purpose of Liquidated Damages is to guarantee the compliance with the contract requirements for the provision of TRS. No punitive intention is inherent and written notification of each failure to meet a performance requirement will be given by the TRB to the Successful Bidder.

If the TRS service is not fully implemented as required in this IFB by the date agreed upon by the TRB and the Successful Bidder, the TRB will disallow \$5,000.00 per day of arrears. The TRB will disallow these amounts from invoices for services rendered after cutover. These liquidated damages shall be imposed until the TRS service is in full operation and complies with all agreed upon terms. Nevertheless, in the case that such delays happen as a result of natural disasters (Acts of God) such as hurricanes, tornados, earthquakes, floods, or causes not attributable to the Successful Bidder, the TRB will take these into consideration when issuing its proceedings or the imposition of liquidated damages. In addition, the non-compliance of the TRS standards and requirements in these specifications could lead to fines of up to \$25,000 per infringement by the TRB and any other that may be applied by the FCC.

Also, once TRS is fully operational, shortcomings in the performance of the Successful Bidder may result in the assessment of fines as follows:

- A. The TRB will disallow \$2,500.00 each calendar day that the Average Daily Blockage Rate as defined in Attachment A for all Puerto Rico calls is greater than 1%.
- B. TRS facilities shall, except during network failure, answer 85% of all calls within 10 seconds by any method which results in the caller's call immediately being placed, not put in a queue or on hold. The ten seconds begins at the time the call is delivered to the TRS facility's network. Failure to comply with this requirement for any day will convey a disallowance of \$2,500.00 from invoices for services rendered in the month of each occurrence.
- C. If the TRB does not receive the reports required on Section 6 of the Technical Requirements herewith by the 15th of the following month, the TRB will withhold \$1,000.00 each day until the full and complete relay report is received in the Board's office.
- D. A disruption in the TRS service because of problems at the relay center or because of the Successful Bidder's fault shall constitute a failure to perform. A failure to perform of four (4) consecutive hours or more than a total of four (4) hours in a twenty-four hour period shall subject the Successful Bidder to liquidated damages for twice the amount of total hours of disrupted service rounded up to the next fraction of hour, divided by twenty four (24) hours and multiplied by the average daily charge invoiced under this agreement during the month



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preceding the event giving rise to the disallowance, per occurrence .No disallowance will result however, where the source or cause of the failure is, or is due, to a Local Exchange Carrier or interexchange Carrier facility or service of the TRS user or for any causes not attributable to the Successful Bidder.

VII. CONTRACT TERMINATION

Any person that has been found guilty for committing felonies against the public treasury or which involves improper use of public funds or property will not be allowed to submit bids or sign contracts with any agency of the Commonwealth of Puerto Rico under the terms specified in Act No. 458 of December 29, 2000 as amended.

In addition to any fines or penalties risen from a guilty verdict of any of the felonies enumerated in Article 3 of said Act, this contract will automatically terminate on the date Successful Bidder is found guilty, pleads guilty or is convicted. Also, in addition to the contract termination, the Commonwealth of Puerto Rico will have the right to demand the refund of any kind of payment made to the successful bidder with regards to the contract(s) directly impacted by the felony .

VIII. BREACH OF CONTRACT

1. Penalties:

The TRB has the right to terminate the contract with the successful bidder for non-compliance or non-fulfillment of any of the terms and conditions of such (termination with cause). After receiving written notice of said cause, the contractor shall have thirty (30) calendar days to cure the same. If it does not cure said cause, or does not adequately provide a justification for said action, within this thirty (30) day period, the TRB may submit a Letter of Termination to the contractor notifying that the contract shall terminate within thirty (30) days of receipt of said Letter of Termination or until cutover with a new provider as agreed on clause 36 of the contract, as per paragraph A hereunder.

- A. The TRB will immediately be able to come to an agreement with one of the other bidders for the provision of the TRS service. In case that the costs associated with the new contract are higher, the company which failed to comply with the contract will assume and pay the difference for the rest of the contract term.
- B. The TRB will be allowed to subtract from the owed amounts any penalties resulting from delays

2. Delays:

A delay will refer to when the Successful Bidder does not meet with the agreed upon TRS delivery dates.

3. Application of Penalties and Liquidated Damages (Fines):

The same will only be authorized by the TRB.



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IX. ETHICAL CONSIDERATIONS

1. Ethics Codes for Government Contractors:

All bidders must comply with Law No. 84 of June 18, 2002 (known as the Ethics Code for Government Contractors) requiring all government agencies to operate under standards of integrity, probity, neutrality and efficiency as enforced by the public policy of the Commonwealth of Puerto Rico in the proper and efficient use of its public resources and the elimination of government corruption.

This code of ethics requires all contractors that provide goods or services and applicants of government incentives to abstain from or participate in actions or behavior which directly or indirectly lead government public officials to violate the rules of the Commonwealth of Puerto Rico's Ethics Act, Law No. 12 of July 24, 1985 (known in Spanish as "Ley de Ética Gubernamental del Estado Libre Asociado de Puerto Rico"). It is essential that contractors accept and approve the rules set in this Ethics Code in order to do business transactions or have agreements with the government agencies.

2. Violation of the Ethics Code for Government Contracts (Law No. 84 of June 18, 2002):

Every person is responsible to report those actions which are in violation of the Ethics Code for Government Contractors and Suppliers of the executive agencies of the Commonwealth of Puerto Rico which make up acts of corruption or develop in felonies of fraud, bribe, improper or illegal appropriation of funds, which has direct and personal knowledge, which is related to a contract, agreement or transaction between the government and a contractor that provides goods or services.

Informers will be protected by the Commonwealth's of Puerto Rico Act No. 426 of November 7, 2000, as amended, and Act No. 14 of April 11, 2001, as amended.

3. Public Trust

Pursuant to Law Number 458 of 2000, as amended by Law 428 of 2004, Vendors must inform, through a sworn statement to be included with the proposal (Attachment E) of any conviction or guilty plea entered for any of the crimes listed in the referenced law, or whether bidder is the object of an investigation in any proceeding before a legislative, administrative or judicial branch of government. Vendors must certify that there is no criminal or civil procedure or investigation pending for any of the crimes or felonies described in the preceding paragraphs against the legal entity. Vendors must inform TRB of any situation or procedure that may be initiated against any of the persons mentioned above at any moment after signing the contract resulting from this procurement and up until the date of expiration. Vendors must understand that violation of these certifications may lead to resolution of the Contract resulting from this procurement without prior notice. The conviction or culpability by any of the crimes enumerated in Article 3 of this Law will entail, in addition to any other penalties, the automatic rescission of the contract to the date in which the person is convicted, or is declared guilty. In addition to the rescission of the contract, the Government will have the right to demand the return of the benefits obtained through the contract affected directly by the commission of the crime.

4. Professional Ethical Standards:

Every person must observe the highest principles of honesty and excellence as professionals, in addition to any ethical rules and guidelines of the collegiate or professional organizations that they belong to and regulate its job or occupation, in their relationships with competitors as well as with the Commonwealth of Puerto Rico.

In case that the person does not belong to a collegiate or professional organization, or in case that these do not have a code of ethics for its members, overall accepted principles of ethical conduct which are considered reasonable in its job or occupation must be followed.



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5. Cooperation with Investigations:

Any person, bidder or contractor will cooperate with any government investigation regarding business transaction or the awarding of bids, contracts, or government incentives, in which it was part of or benefited from directly or in-directly.

6. Nondiscrimination and Sexual or Labor Harassment

Vendors must certify that they: (a) do not discriminate in any manner against any employee, applicant for employment, subcontractor, or any person because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; or incur in labor harassment practices (b) include a provision similar to that contained in subsection (a) above in any subcontract executed in connection with the services to be provided under the contract resulting from this procurement, but excluding subcontracts for standard commercial supplies or raw materials; (c) post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause; and (d) maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined. Vendors agree to include a similar provision in every subcontract so that this provision will be binding upon each subcontractor.



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X. TECHNICAL SPECIFICATIONS

1. Mandatory Operational Requirements:

This section describes the specific operational functions that fall within the scope of TRS. The following operational requirements are the elements which will be evaluated as the bidder's Technical Proposal. For this section, it is essential that all bidders comply with the following:

- A. Bidder shall comply with the mandatory standards as described in Section 64.604 of the FCC rules (47 CFR 64.604) and describe how it will assure that any changes in such regulations will be implemented expeditiously at the bidder's expense.
- B. Bidder shall provide access to a toll free number, 24 hours a day, seven days a week, every day of the year. It will provide one toll free access number for TTY users, a toll free number for voice users, and a separate toll free number for speech-to-speech service. Bidder will also provide separate toll free numbers for Spanish and English operators.
- C. Bidder shall implement a full-time community and business outreach program to educate all potential users about TRS throughout Puerto Rico. The outreach program must include a full-time deaf or hard of hearing employee of the vendor as outreach manager and appropriate support staff, resident in Puerto Rico.

Each bid shall demonstrate how the bidder proposes to maintain continuing outreach, awareness and education programs, including a full description of its components and a proposed budget. The program must target deaf or hard-of-hearing and speech impaired individuals as well as the general population (hearing users who need to communicate with deaf or heard-of-hearing users). Businesses and professionals, trade shows, civic organizations, public schools and universities are other venues that could benefit from an effective outreach program.

Outreach programs shall include, but not be limited to, media advertisements, demonstration of equipment and distribution of informational materials describing how to use the relay service and descriptions of how to benefit from the Federal and Puerto Rico Link-Up and Lifeline programs. Written material should be understandable and appropriate to its target audience. Written materials must be developed according to Puerto Rico needs, rather than as an add-on to generic materials.

Within 90 days of implementation of service, the vendor must have a website in Spanish and English, which will provide the pertinent details for use and options for access to TRS. Information such as access telephone numbers, TRS type of calls such as: VCO, HCO, 2LVCO, Caller profile, Credit Card calling and customer Service should be explained in this site. The TRB will exercise the right of providing input for updates and upgrades of the Website.

The bidder must provide samples of outreach materials, particularly brochures, and videos of a nature and quality comparable to what would be provided under the contract. Basic informational material should be available in alternative formats, upon request. Cost of production and dissemination will be the responsibility of the bidder.

The successful bidder shall work with the local exchange companies to see that all telephone directories carry appropriate information about TRS.



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D. Standards of System Design:

1. Uninterrupted power for a minimum of eight hours is required to support the switching system and peripherals that include CA consoles, terminals, worksite and facility lighting, CDR recording, air conditioning, fire suppression systems and heating.
2. The Switching System shall include: a redundant Central Processing Unit on "hot stand by" to ensure that no calls are dropped due to processor failure; a full Maintenance and Administrative Terminal with keyboard, screen and printer capabilities; on-line system monitoring; real-time programming capabilities which will not take the system off line; an inventory of spare critical components (to be defined by the provider) maintained on site to ensure that the required levels of service are maintained.
3. Intercept messages as appropriate shall be provided if a system failure occurs within the relay switch, relay center or on outbound circuits. Voice, Baudot and ASCII messages shall be provided. Intercept messages on inbound circuits may or may not be under the control of the service provider. Minutes of use attributed to accessing these messages shall not be included among billable minutes.
4. The Bidder shall have and provide copy of a complete plan for dealing with all types of natural and man-made problems. The plan should detail the levels of escalation that will be employed to deal with the problem and restore service.
5. All calls subject to this bid must originate or terminate in Puerto Rico to prevent relay costs being incurred by Puerto Rico if non-Puerto Rico residents want to access a Puerto Rico relay Service not available in their states.
6. Relay users must be able to select the carrier of their choice for "Long-Distance" calls.
7. Bidders will identify the location of the relay center to service Puerto Rico. It will also provide an organization chart depicting levels and numbers of Relay Service personnel and identifying all Relay Service management and their areas of responsibility. Bidder shall describe its programs for recruiting qualified individuals with Relay Service experience and with experience working within the deaf and/or speech disabled community.

All Bidder Relay Service personnel must be familiar with the special needs of the customer base, which will be served. The Relay Service will not utilize volunteer relay CAS. Bidder will provide a contact person at said relay center and will provide the number of CAS at center, and the number that will provide service for Puerto Rico. Bidder will also provide statistics on personnel turnover for the previous year. Bidder will provide the number of CAS to handle Spanish calls and the number of CAS to handle English calls. Bidder should take into account that Spanish is the language spoken in Puerto Rico.

8. Bidders will provide a timetable for the start up of the service to be provided with critical dates for mayor steps in the implementation process.
9. Bidders shall identify exceptions, if any, to the specifications in this IFB. However, exceptions to an un-acceptable extent may result in the rejection of the proposal.



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10. Bidder will supply, either by direct provision or through securing services and facilities provided by other entities, which may be the following:
 - a. All relay center buildings, real estate, permits, rights of way or clearance required to operate the relay system.
 - b. All telecommunications trunks, cables or lines connected to the relay center in order to receive or initiate telecommunications for the purposes of providing the relay system.
 - c. All telecommunications or other facilities and equipment required in order to provide their relay system.
 - d. All supplies, furniture or miscellaneous items required in order to provide the relay system.
 - e. All personnel and the training of such personnel required in order to staff and operate the relay system.
 - f. All telecommunications equipment, including station terminals, shall be capable of receiving and transmitting in both Baudot and ASCII codes.
 - g. The system shall be capable of automatically identifying incoming ITY signals as either Baudot or ASCII and automatically adapting to the signal of the user .
 - h. The system shall be capable of automatically identifying if the call is a TTY or voice call.

E. Bidders will also describe the following:

1. How wire-line and wireless local, intra-island toll calls originating or terminating in Puerto Rico will be handled.
2. How interstate and international calls will be handled.
3. A Disaster Recovery Plan, which will be annexed to the contract as an Appendix.
4. If Bidder proposes to use a dynamic call technique, so that each call to the Relay Service is routed to the first available CA within Bidder's network, regardless of the relay center to which the call was initially routed. The proposal shall provide detailed information regarding: the relay center that would handle Puerto Rico traffic; the percentage of calls to be routed to each center and the procedures that Bidder would use to ensure seamless access to the next available CA in any relay center, transparency to the user and contractual compliance.
5. If dynamic call technique will be used, the Board will retain the full right at its sole discretion, to remove Puerto Rico relay traffic from any relay center or centers upon written notification to Bidder.



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- F. If the Board selects a proposal that utilizes a primary relay center, Bidder agrees that any changes to designated primary location during the term of the contract must be requested in writing by the successful Bidder and approved in advance in writing by the TRB.
- G. Bidders will provide a description of when their interactive menu or other recorded messages come into effect. It will describe if the relay center provides for a recorded message if all CAS are busy or if any other problem arises.
- H. At least 85% of the calls shall be answered within 10.0 seconds. Relay service shall begin within 30 seconds from the time the call reaches the switch and generates computer or CA response at the relay center. Time shall be sampled at least hourly and shall be measured and reported with daily and monthly averages. Bidders will describe how they will assure this level of response, which will be incorporated into the required reports to the TRB.
- I. In regards to call blockage, Bidder's service system shall meet or exceed a grade of 1% daily. Blockage rate shall be monitored and reported at least hourly. Bidder will provide how it defines blockage and how it measures it.
- J. The Board will be informed of any technological improvements affecting relay that the Bidder may want to incorporate into Relay Puerto Rico. Technology will include but will not be limited to: increase use of automation, such as macro key functions and programming efforts designed to minimize time required to handle relay calls.
- K. How they propose to maintain a customer database. In such, bidder s will identify:
 - 1. If this service is available
 - 2. How the information will be gathered from each caller
 - 3. What type of information the database will be made of.
 - 4. How this information will be entered
 - 5. How the caller can change this information.
 - 6. How this information is monitored for confidentiality at the relay center.
 - 7. How it will be transferred to the TRB at its request with the approval of the caller who has given the information, in the event that a new provider is selected at contract expiration
- L. Bidders shall provide a brief description of how they provide Voice Carryover (VCO) and hearing carryover (HCO) to TTY users both in acoustic and direct connect modes. Describe how they are described to end users.
- M. Describe how Speech to Speech and Voice Carryover to Voice Carryover services will be accomplished and explained to end users.
- N. Bidders are required to handle pay-per-call calls such as 900 and 976 number calls. Describe how these calls will be handled.
- O. Bidder will describe how they will handle cellular and personal communications services, be it digital or non- analog form of cellular phone, and how they will be billed. Please separate for



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voice and for text initiated calls.

- P. Bidders shall have the capability to handle potential long-term increases in call volume and short-term “spikes” of increased calls. Describe how the short and long-term increases will be handled.
- Q. Describe how pay phone calls will be handled.
- R. Bidders shall provide callers with access to local and long distance directory assistance. Bidders will describe how they will handle these calls and how they will be billed.
- S. Bidder will utilize automatic error correction software to decrease the number of common spelling errors and improve relay performance.
- T. Bidder shall provide for an Automatic Number Identification technology so that no caller is required to give his or her originating telephone number, except in instances where ANI information is not available from the LEC.
- U. Bidders shall provide methods enabling the relay user to utilize existing local exchange discretionary/optional services, such as three way calling and call waiting, on calls completed through the Relay Service.
- V. Bidder will describe how it will provide for a public relations program, including videos, websites, or other material designed to promote the use of TRS and educate the public regarding the service. Successful Bidder will meet with the Board in order to determine a media-marketing plan to promote and disseminate TRS throughout the island.
- W. Puerto Rico Equipment Distribution Program (EDP):
 - 1. Currently, the TRB includes an EDP with the TRS – USF program. The TRB wishes to continue this program.
 - 2. At a minimum, this program must be for the distribution of TTY terminal equipment by the successful bidder. Bidders must include a list and description of the designated equipment for the program.
 - 3. Bidders must explain how this program will be managed and provide pricing for its administration which shall include the supply of the equipment chosen by the TRB to be subsidized under the program.
 - 4. Bidders must provide unit pricing for equipments that may be supplied under the program.
 - 5. If equipment prices are fixed on a volume discount basis, bidders must state the volume of terminal equipment used to calculate pricing.

2. Communications Assistant (CA) Requirements:

- A. The CA will always present himself/herself to the caller, as a communications assistant at a relay center and will indicate gender and identification number. Said script can be voiced or mechanical depending on whether a caller uses a TTY or computer. All bidders will provide a sample of the script of the greeting for calls received at the center, announcement to the



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called party, and sign-off announcement. The CA identification shall automatically be indicated to users at the beginning of a relay call and, if requested, at any time during the call. CA's will provide their location upon request only.

B. All CA's will, at minimum, possess the following skills:

1. Accurate typing speed of over 60 words per minute determined by oral-to-type typing test and will increase the speed as soon as the FCC provides for it.
2. Shall be capable of offering Spanish language TRS.
3. Bidder will describe the possibility of providing Spanish to English and English to Spanish translating services and CA's will be fluent in Spanish and English. A neutral accent in both languages is preferred.
4. Proficiency in grammar.
5. Ability to understand people using limited Spanish or English, depending on the caller, to translate limited written Spanish or English and to voice Spanish or English correctly.
6. If the CA cannot translate ASL to Spanish or English and Spanish or English to ASL, the Center will have an ASL translator on duty at the site at all times.
7. Training to include deaf culture, American Sign Language, sensitivity to the capabilities and needs of people with speech impairments, the CA's role in the relay process, and training in interpersonal skills to handle difficult or stressful conversations.

C. Bidder will describe how it recruits, screens and tests CA applicants. Will provide with the proposal the recruiting method, testing and training programs. If said are not available, bidder will indicate why it is not available.

D. Bidder will provide linguistics training in pronunciation and spelling of proper names, and common phrases and words peculiar to Puerto Rico to new and incumbent CA's as a part of any CA training, in order to ensure a familiarity with words, phrases, names and places commonly used in Puerto Rico.

E. Bidders will also submit the procedures to monitor evaluate and provide ongoing training for the CA's

F. Bidders will provide a CA's code of ethics and how it is enforced.

G. Bidders will describe how a CA has access to a Supervisor and/or ASL Translator while still online during a relay call.

3. Procedures for Relaying Communication:

A. TRS users shall have access to their chosen inter-exchange carrier and to all operator services, to the same extent that such access is provided to voice users as described in Section II, Article 8, Paragraphs A & B, hereunder.

B. TRS should transmit conversations between TTY and voice callers in Real Time.



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- C. CA's will type to the TTY user or verbalize to the non-TTY user exactly what is said, verbatim, when the call is first answered and at all times during the conversation, unless either user specifically request summarization
- D. CA's shall, to the best of their abilities, inform the TTY user of the non-TTY user's tone of voice, without making subjective judgments, and typing in parenthesis items such as laughing, rude voice, yelling or background noise. CA shall adopt a conversational tone appropriate to the type of call being handled.
 - 1. CA's will honor the TTY user's option of telling the CA what aspects of the call the TTY user will handle. Upon request the CA will not announce a call as a relay call permitting the caller to explain, if necessary.
 - 2. CAS will explain to voice user's relay needs, the CA will type "explaining relay" to TTY user. If relay service is initiated by a voice caller and needs to be explained to a TTY user, the CA similarly shall state that relay is being explained.
 - 3. CA shall inform TTY user if a different voice user becomes involved in the phone call.
 - 4. CA will keep the user informed of the status of the call, such as dialing, ringing, busy, disconnected or on hold.
 - 5. All comments relayed directly to the CA by either party, or conversely by CA to either party, shall be typed in parenthesis.
 - 6. To correct typing errors, CA will not backspace but will continue by typing XX and then typing the correct word.
 - 7. The caller upon request will be switched to a CA of the gender of the caller's choice, if available, both at the beginning and if a change of CA is necessary during the call.
 - 8. Either caller may request to be switched to another CA if not satisfied with the quality of the call.
 - 9. The minimum time that a CA will remain on the call will be ten minutes. CA's answering and placing a speech-to-speech call must stay with the call for a minimum of fifteen minutes. This will be regardless of shift change. The only times that a change of CA should occur is as follows:
 - a. Customer requests change of CA.
 - b. End user verbal abuse of CA or obscenity towards CA.
 - c. The call requires a specialist (speech to speech, VCO to VCO, another language).
 - d. Illness.
 - e. Potential conflict of interest where the CA identifies an end user as a family member, friend or customer.
 - 10. CA will stay on the line until both parties have terminated the call. Once the call has been terminated, the CA shall ask the calling party whether he or she desires to place another call. If caller desires to place either a complaint or a commendation, the call will be transferred to a supervisor. Disconnects shall be made promptly at the end of the call if no subsequent call or transfer is requested.



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11. CA's will not counsel, advice, or interject personal opinions or additional information into any relay call. CA's will not make any value judgment as to the legality, morality or obscenity of the conversations. CA's will not hold personal conversations with anyone calling Bidder's relay center. The CA will close by thanking both parties for using the relay service.
12. All conversations are considered confidential, except as required or permitted by law. Bidder will not maintain a written or electronic script beyond the duration of the call. CA's and supervisory personnel will not reveal information about any call, including the information below, except the minimum necessary for billing purposes and except as otherwise required or permitted by law. CA's shall be required to sign an agreement of confidentiality promising not to disclose the identity of any callers, their own identity, or that of fellow relay CA's or any information learned during the course of relaying calls either during the period of employment as a CA or after termination of employment.
13. When training new CA's with past experience as CA, trainers shall not reveal any of the following information: names, genders, or age of the parties to the call; originating or terminating points of the call; specifics of the information conveyed.
14. CA's will not discuss, even among themselves or their supervisors, any names or specifics of any relay call, except as required in instances of resolving complaints. CA's may discuss the general situation with which they need assistance in order to clarify how to process a particular type of relay call or in a counseling situation. CA's shall be trained to ask questions about procedures without revealing names or specific information that will identify the caller. If a user is in an emergency or life-threatening situation or causes an emergency situation to exist by threatening the CA or relay center, names and specific information may be disclosed by the CA to a supervisor to expeditiously address the situation.
15. Watching and listening to an actual call by anyone other than the relay CA is prohibited except as required for training or monitoring purposes or other purposes specifically authorized by the Board and consistent with the FCC rules. Callers shall be informed that the call is being monitored, the purpose of it and that if caller prefers that the monitoring is terminated.
16. Confidentiality and protection of conversation shall be in accordance with Section 705 of the Communications Act of 1934, as amended, the FCC Rules, and the Commonwealth of Puerto Rico's Constitution dispositions on the matter, as interpreted by the Supreme Court of Puerto Rico. Bidders will provide an outline of the policies they have in place and will use to preserve confidentiality. To the extent the Board requires, additional specific policies will be developed in the start-up period after the contract award. Such policies may include protocols employees are encouraged to use to prevent unintentional disclosure of relayed conversations. A copy of the Bidder's confidentiality policy will be provided to a user upon request.
17. Bidder shall provide a description of the process used in order to investigate and terminate employees who violate confidentiality rules and regulations.
18. Bidder will be restricted to collecting only that personal information necessary to provide



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and bill for the Relay Service and it will not be used for another purpose or be sold, with the exception explained in this IFB.

19. Callers are not required to give their names or the name of the party being called. If names are given, no record should be made of this without the permission and knowledge of the caller. However, if it will help facilitate a call, CA may request a name and explain how it will facilitate the call.
20. Bidder will provide for callers a service of frequent called numbers. If none is available at this time, Bidder will describe the proposed system to establish this service. Describe how the CA's will have access to this service, and the security measures that will be established in order to protect the privacy of the callers and the database.
21. Bidder will maintain a Caller preference for TRS calls. Said information is not Customer Proprietary Network Information and must be transferred to the new TRS provider. Bidder will describe how it proposes to transfer said information, whether it provides this TRS service now, or if it will provide the service in the future. Bidder will also describe all security measures that will be established in order to protect the privacy of the callers and the database.
22. CAS shall automatically and immediately transfer all emergency calls to 911. CAS shall assist the caller if needed.
23. CA shall uniformly recognize a "TB" typed by a TTY user to indicate the use of a telebrailier and shall use appropriate pacing. The CA will reduce the typing speed to accommodate the needs of the equipment and reading speed of the user, or at the request of either party.
24. CA will voice a sequence of numbers in segments to allow the voice user to write them. CA shall repeat a sequence of numbers if requested so long as they are visible on the screen.
25. CA shall uniformly recognize a typed "S" at the beginning of the call as originating from a speech-disabled user.
26. If a TTY user reaches an answering machine, the CA will:
 - a. Inform the caller that an answering machine has been reached, and relay the message, unless the caller requests otherwise at the beginning of the call.
 - b. Shall ask the caller if he/she wishes to leave a message.
 - c. Shall leave the caller's message, whether by voice or by TTY.
 - d. Shall confirm to the caller that the message has been left.
 - e. The caller shall be charged for only one call, regardless of the numbers of redials required to leave the message.
27. CA's are not required to tolerate obscenity or abuse directed at them. Bidder's proposal shall specify how Bidder will handle such situations. It is acceptable to transfer callers to a supervisor to determine why the caller is using obscenity and to explain that obscenity directed at a CA is inappropriate. A CA shall not disconnect a call against the wishes of the originating and terminating parties without first obtaining the permission of the CA's supervisor. In the instance that a call is terminated, the supervisor shall log the reason for the termination and sign the log. The supervisor shall authorize such disconnections only



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in instances in which the caller is abusive or threatening to, or intentionally uncooperative with the CA.

28. Bidder shall describe its counseling and support programs that assist CA's with the emotional aspects of relaying calls. CA's shall in no event give to the support person the names of the callers involved. The counseling support system must strictly follow the confidentiality provisions listed above.
29. Bidder shall provide copy of its Communication Assistant Policy and Procedures Manual, which will include, without limitation, confidentiality, ethics, handling of emergency and crisis calls, training manuals, the process for supervision of CA's, consequences of noncompliance to policies, functions and roles of a relay CA, and all security measures in order to safeguard privacy and confidentiality, including but not limited to the callers databases. The successful Bidder shall agree to review and revise its policies and procedures as needed throughout the term of its contract with the TRB to ensure that they are responsive to changing technology, changing regulatory requirements, and the requests of the Board.

E. Complaint Resolution:

2. Bidders will describe its procedures for addressing complaints, commendations, inquiries and comments regarding the Relay Services and personnel. It shall describe how they are documented and reported. Successful Bidder will file a monthly report in which it will include a compilation of all daily complaints, including the total of complaints for the period reported, and how they originated, the person handling the complaint, the resolution and how they were handled.
3. Bidder will provide the TRB a contact person for filing consumer complaints.
4. Bidder shall comply with FCC requirements regarding consumer complaint logs and reporting requirements described in Section 64.604 (a)(I) of its rules (47 CFR 64.604).

4. Statistics:

Bidders will submit statistical data on relay reports of their existing TRS Center that shall include the following data for local, intrastate, interstate and international calls:

- A. Total amount of daily and monthly incoming calls, outgoing calls (including busy, no answer and disconnected calls), completed calls, abandoned calls and blocked calls (including reason for such).
- B. Average Daily and Monthly Blockage rate
- C. Average Daily and Monthly answer times
- D. Daily and monthly percentage of answered calls within ten (10) and thirty (30) seconds.
- E. Average daily and monthly length of call in tenth of seconds, broken down into call set up, call duration, and call wrap-up.



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- F. Average daily and monthly number of calls broken down to the following manner: zero to ten minutes, eleven to twenty minutes, twenty-one to thirty minutes, thirty-one to forty minutes, forty-one to fifty minutes, fifty-one to sixty minutes, and over sixty minutes.
- G. Number of total conversation minutes as defined herewith.
- H. Number of calls to 800, 887, 888, 900, 976, 911 and other pay-per services call processed. Divided by prefix and divided by local, interstate and international.
- I. Number of calls originated by TTY users, voice users, and TB users, average length of call for each type broken down into call set-up, call duration and call wrap-up.

5. Reports:

- A. Daily and monthly reports shall be submitted by the successful Bidder to the TRB no later than the 15th day of the month following that for which the service was provided. More frequent reports may also be provided upon request. Bidder shall provide within the proposal an example of the reporting format to be used.
- B. The reports shall include the following data by calendar month:
 - 1. Total daily and monthly calls
 - 2. Total daily and monthly in-state or intra-island calls
 - 3. Total daily and monthly interstate (state to state) calls
 - 4. Total daily and monthly international calls
 - 5. Total daily and monthly call minutes
 - 6. Total daily and monthly call in-state or intra-island minutes
 - 7. Total daily and monthly interstate call minutes
 - 8. Total daily and monthly international call minutes
 - 9. Total in-state or intra-island directory assistance minutes
 - 10. Total interstate directory assistance minutes
 - 11. Total toll free assistance minutes
 - 12. Total pay-per-call assistance minutes
 - 13. Total daily and monthly minutes billed to the TRB and total daily and monthly invoice cost.
 - 14. Daily and monthly number of inbound calls broken down by:



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- A. Total in queue
 - B. Total abandoned
 - C. Total completed
15. Daily and monthly average talk time for inbound calls and average talk time by six-hour increments per day
16. Daily and monthly average speed of answer of inbound calls by relay center answering Relay Puerto Rico calls and broken down by six-hour increments per day
17. Daily and monthly total of outbound calls broken down by:
- A. Completed.
 - B. Busy
 - C. No answer.
 - D. Local calls.
 - E. Intra-island long distance calls.
 - F. Interstate calls originating inside Puerto Rico.
 - G. Interstate calls originating outside Puerto Rico.
 - H. International calls.
 - I. General assistance calls.
 - J. Directory assistance calls.
 - K. Toll free, 800/877/888 calls.
 - L. 900/976 access calls.
 - M. Voice calls in English and their percentage of daily and monthly total calls.
 - N. Voice calls in Spanish and their percentage of total daily and monthly calls.
 - O. TTY calls in English and their percentage of daily and monthly total calls.
 - P. TTY calls in Spanish and their percentage of daily and monthly total calls.
 - Q. Speech disabled calls and their percentage of daily and monthly total calls.
 - R. ASCII calls, and their percentage of daily and monthly total calls.



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- S. Hearing carryover calls to hearing carryover calls.
 - T. Voice carryover calls, and their percentage of daily and monthly total calls.
 - U. VCO to VCO calls, and their percentage of daily and monthly total calls.
 - V. Speech to speech calls and their percentage of daily and monthly total calls.
 - W. Spanish to Spanish calls and their percentage of daily and monthly total calls.
 - X. Spanish to English and English to Spanish calls (if this option is requested by the TRB), and their percentage of daily and monthly total calls
18. Daily and monthly average time length of outbound by type of call:
- A. Voice
 - B. TTY
 - C. Deaf / Blind.
 - D. ASCII
 - E. VCO
 - F. VCO to VCO
 - G. Speech to Speech
 - H. English to English
 - I. Spanish to Spanish
 - J. Spanish to English; English to Spanish (if this option is exercised)
19. Daily and Monthly average call handling time, including:
- A. Number of seconds for call set-up and call wrap-up
 - B. Talk time in minutes and seconds between user s
20. Average blockage rate by month, with supplemental reports showing the rate by day, by six- hour increments, and by hour .
21. Daily and monthly average number of outbound calls by weekday and by weekend days.
22. Complaints and commendations received by day and month, with supplemental report identifying the types of complaints and commendations.
23. Average daily and monthly percentage of calls encountering a busy signal when calling the Relay Service.
24. Average daily answer times and monthly answer times, as well as the range of answer times for the month and the standard deviation daily and monthly.



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25. Daily and monthly percentage of calls answered within 5 seconds, within ten seconds, within thirty seconds, as well as the range of answer times for the month, calculated both with and without redialed and abandoned calls.
26. Average daily and monthly length of call in minutes and seconds, broken down into call set-up, call duration, and call wrap-up.
27. Total daily and monthly number of calls broken down to the following manner: zero to ten minutes, eleven to twenty minutes, twenty-one to thirty minutes, thirty-one to forty minutes, forty-one to fifty minutes, fifty-one to sixty minutes, and over sixty minutes.
28. On an annual basis, no later than contract starting date, successful Bidder shall provide an annual relay report for the preceding calendar year in the reporting format utilized to provide monthly and daily reports.
29. On a semi-annual basis, successful Bidder will provide forecasted usage figures and costs to the TRB for the first and last six months of each year accordingly for use in the annual budget.
30. Said reports will be available for review by individuals, LECs, the TRB or any of its representatives.
31. At all times Bidder shall have knowledge of Puerto Rico holidays and how they will affect call traffic

C. Bidder shall include a Sample of the reports requested in this IFB.

6. Service Start-Up:

Bidder shall provide in its proposal a comprehensive and detailed plan for implementing the Relay Service. It will include details on how Bidder shall accomplish the transition from the existing service to the new service without interruptions in service and in a manner that is as transparent to users as possible. Successful bidder shall commence plans with LECs for the implementation of 711 as the access number to the service. Successful Bidder shall provide adequate lead-time, repetition of advertising as necessary to notify users of the change, and other strategies designed to minimize customer confusion.

7. Billing:

- A. Calls using the relay service shall be at no cost to the person making the call, except for applicable intrastate or interstate tolls. Applicable toll charges for TRS users will cost no more than charges for services paid by callers who use "regular" or "mainstream" phone services. Bidder will allow the relay user to access his or her preferred interexchange carrier when placing toll calls through relay and to all other operator services to the same extent as is provided in non-relay calling. Bidder must describe how access to carrier of choice will be handled.
- B. The CA is not required to verbally offer the option, but must describe the option when asked by



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a relay user. If a caller indicates a COC preference, the CA shall verify that the requested carrier is a COC participant and if it is, the call will be routed accordingly. An explanation of COC must be included in all appropriate relay publications and materials. Bidder must maintain a list of participating long distance carriers and must, on an annual basis, mail to IXC's who do not participate, a letter inviting them to become a part of relay carrier of choice. Bidders must comply with any other equal access regulatory requirement. TRS users shall have access to their chosen inter-exchange carrier(s).

- C. Access to FCC certified, federally funded, interstate and international relay service will be provided by bidder.
- D. The successful Bidder shall bill the TRB for relay use on a session minute basis as defined in this IFB. The Bidder must describe how minutes will be timed on each call and assure the TRB that timing per session will be rounded up to the nearest tenth of a minute. This specification relates to the minutes that will be billed to the TRB, including call set-up and wrap-up times.
- E. Bidders agree that the TRB will not reimburse the Successful Bidder for any costs or charges associated with the provision of Relay Services for intrastate, interstate, international calls, or any other type of toll calls, which, according to FCC guidelines, are not the responsibility of the TRB.
- F. Bidders shall provide options for TRS users to use their credit card, make person to person calls, collect calls, and alternate billing methods normally available to the general telephone user. Please explain how these forms of billing will be made available to the end user. Bidder will also describe how it proposes to handle coin sent-paid calls. Bidders shall be permitted to decline to complete a call because credit authorization is denied.
- G. Bidder shall describe the system for identifying and documenting intra-island local calls, intra island long distance calls, out of state long distance, international long distance and toll calls, 800, 888, 877, 900, 976, 711 and 911 calls for billing purposes. The call detail record shall contain but not be limited to the following:
 - 1. Telephone number or credit card number to be billed.
 - 2. Originating telephone number.
 - 3. Terminating telephone number.
 - 4. Date of Call
 - 5. Start time (time from initial connection to called party or recorded message or intercept for the called number).
 - 6. End time (time at which called party or the calling party hangs up).
 - 7. Call time to the full second (time between start time and end time).
- H. Bidder's Relay System shall be automated as completely as possible. Handwritten tickets are not acceptable. Bidder shall forward the call detail record as specified above to each LEC or inter-exchange carrier as promptly as possible, but in all cases within fourteen (14) days of the date such service was provided. The Bidder must keep records of all calls as informative



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reference for the TRB. Bidder shall describe its billing process, including identification of any subcontractor, specific duties of the subcontractor, how the billing record detail will be transmitted to the LEC and inter-exchange carriers.

Appendix I:
Copy of 2008 TRS Recertification
Renewal Letter from FCC



Federal Communications Commission
Washington, D.C. 20554

July 16, 2008

Telecommunications Regulatory Board of Puerto Rico
ATTN: Mr. Roberto Miranda
Capital Center II
235, Arterial Hostos Ave., Suite 1001
San Juan, PR 00918-1453

Re: Telecommunications Relay Services (TRS); Application No.: TRS-28-07; CG Docket No. 03-123

Dear Mr. Miranda:

Pursuant to Title IV of the Americans with Disabilities Act of 1990, section 225(f)(2) of the Communications Act of 1934, as amended, 47 U.S.C. § 225(f)(2), and section 64.606(b) of the Commission's rules, 47 C.F.R. § 64.606(b), the Application of Puerto Rico for certification of its Telecommunications Relay Services (TRS) program, Application No. TRS-28-07, is hereby **GRANTED**. On the basis of its application, the Consumer & Governmental Affairs Bureau (Bureau) has determined that.

- (1) the TRS program of Puerto Rico meets or exceeds all operational, technical, and functional minimum standards contained in section 64.604 of the Commission's rules, 47 C.F.R. § 64.604;
- (2) Puerto Rico's program makes available adequate procedures and remedies for enforcing the requirements of the TRS program; and
- (3) Puerto Rico's TRS program in no way conflicts with federal law.

The Bureau also has determined that the Puerto Rico intrastate funding mechanism is labeled in a manner that promotes national understanding of TRS and does not offend the public, consistent with section 64.606 of the Commission's rules, 47 C.F.R. § 64.606(d).

Because the Commission may adopt further changes to the rules governing relay programs, including state relay programs, the certification granted herein is conditioned on a demonstration of compliance with any new rules ultimately adopted by the Commission. The Commission will provide guidance to the states, U.S. territories, and the District of Columbia on demonstrating compliance with such rule changes.

This certification shall remain in effect for a five year period, beginning July 26, 2008, and ending on July 25, 2013, pursuant to 47 C.F.R. § 64.606(c). One year prior to the expiration of this certification, July 25, 2012, Puerto Rico may apply for renewal of its TRS program by filing documentation in accordance with the Commission's rules, pursuant to 47 C.F.R. §§ 64.606(a) and (b).

Sincerely,

Thomas Chandler
Chief, Disability Rights Office
Consumer & Governmental Affairs Bureau

RECEIVED
FEDERAL COMMUNICATIONS COMMISSION
JUL 16 2008



Federal Communications Commission
Washington, D.C. 20554

October 4, 2007

Telecommunications Regulatory Board of Puerto Rico
ATTN: Mr. Roberto Miranda
Capital Center II
235, Arterial Hostos Ave., Suite 1001
San Juan, PR 00918-1453

Re: Telecommunications Relay Services (TRS)
CGB 03-123

*Presidente
FYI
Es confirmacion de la FCC
de que recibieron la solicitud
de Re-Certificacion de TRS
RMS*

Dear Mr. Miranda:

Thank you for filing the above-referenced state Telecommunications Relay Service (TRS) application for certification, pursuant to section 64.605 of the Commission rules, 47 C.F.R. § 64.605.

This letter is to acknowledge receipt of your state's application for re-certification.

Any questions regarding this letter may be directed to me at 202-418-2498, TTY 202-418-1169, or Pam.Gregory@fcc.gov.

Sincerely,

Pam Gregory

Pam Gregory
Special Advisor
Disability Rights Office
Consumer & Governmental Affairs Bureau

*CX. Leda M.M. Reyes
Sr. Jose L. Diaz
Sr. R. Miranda*

*I 1/2 A. 10/10/07
[Signature]*